

1-18-2010

COMMONWEALTH OF VIRGINIA



SUMMONS - CIVIL ACTION

Case No. CL09000245-00

CULPEPER COUNTY CIRCUIT COURT

135 W. CAMERON STREET CULPEPER, VIRGINIA 22701

ADDRESS

TO:

CHRISTINE S. RECTOR

6345 MYERS HILL ROAD

JEFFERSONTON, VA 22724

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia.

JANUARY 12, 2010

DATE

JANICE J. CORBIN

Clerk

by

*Judie M Smith*

DEPUTY CLERK

FROM : CULPEPER CIRCUIT COURT CLERK

FAX NO. : 540 727 3475

Feb. 12 2010 03:16PM P2/3

**VIRGINIA:**

**IN THE CIRCUIT COURT OF CULPEPER COUNTY**

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
A Delaware Corporation

Plaintiff,

v.

Case No. CL09000245-00

CHRISTINE S. RECTOR  
6345 Myers Hill Road,  
Jeffersonton, Virginia 22724  
CULPEPER COUNTY

and

CHARLES E. RECTOR  
6345 Myers Hill Road,  
Jeffersonton, Virginia 22724  
CULPEPER COUNTY

and

BLAZER FINANCIAL SERVICES

and

SAMUEL W. LANHAM,

and

DR. F. M. GRAVES

and

EQUITY ONE CONSUMER LOAN

and

BLUE RIDGE ORTHOPEDIC ASSOCIATES:  
 52 West Shirley Avenue  
 Warrenton, Virginia 20186

Defendants.

### COMPLAINT

COMES NOW the Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A Delaware Corporation (hereinafter referred to as "MERS") and moves this Honorable Court for the entry of an Order establishing a first lien upon the hereinafter described property vested in RICHARD T. CREGGER, TRUSTEE, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary; acting as a nominee for WMC MORTGAGE CORPORATION, its successors and assigns, and, having that certain deed of trust dated October 26, 2005 recorded among the land records of Culpeper County, Virginia from CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., to RICHARD T. CREGGER, TRUSTEE, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary; and, that said Deed of Trust be declared a valid and subsisting first deed of trust lien upon the hereinafter described property having priority over any and all other liens of record; and for grounds thereof the Plaintiff states as follows:

1. That the Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. is a Delaware Corporation duly authorized to conduct business in the Commonwealth of Virginia.
2. That the Defendants, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., are citizens of the Commonwealth of Virginia residing at 6345 Myers

Hill Road, Jeffersonton, Virginia 22724, in Culpeper County, and are the record owners of the property hereinafter set forth.

3. That the Defendant, BLAZER FINANCIAL SERVICES, is the Judgment Plaintiff named in a judgment entered in its favor against Charles R. Johnson and Christine A. Johnson, Rt. 3, Box 126 m, Culpeper, VA 22701 dated October 13, 1989, docketed November 7, 1989 in Judgment Book 18A, at Page 122 of the Judgment Books of Culpeper County, in the amount of \$ 1,536.97, plus 24.48% interest from April 13, 1989 until paid, and \$ 10.00 and \$ 2.00 costs, and may be claiming a lien against the hereinafter described property.

4. That the Defendant, SAMUEL W. LANHAM, is the Judgment Plaintiff named in a judgment entered in his favor against Charles R. Johnson and Christine A. Johnson, Rt. 3, Box 126 m, Culpeper, VA 22701 dated June 26, 1987, docketed January 12, 1990 in Judgment Book 18A, at Page 171 of the Judgment Books of Culpeper County, in the amount of \$ 4,477.53, plus 15.71% interest from June 26, 1987 until paid, and \$ 10.00 and \$ 2.00 costs, and may be claiming a lien against the hereinafter described property.

5. That the Defendant, DR. F. M. GRAVES, JR., is the Judgment Plaintiff named in a judgment entered in his favor against Charles R. Johnson and Christine A. Johnson, Rt. 3, Box 126-M, Culpeper, VA 22701 dated May 23, 1989, docketed September 17, 1992 in Judgment Book 20A, at Page 171 of the Judgment Books of Culpeper County, in the amount of \$ 168.21, plus 18% interest from March 1, 1989 until paid, and \$ 10.00 and \$ 2.00 costs, and may be claiming a lien against the hereinafter described property.

6. That the Defendant, EQUITY ONE CONSUMER LOAN, is the Judgment Plaintiff named in a judgment entered in its favor against Charles E. Rector and Christine E. Rector, 6345 Myers Hill Road, Jeffersonton, Virginia 22724 dated September 13, 1996, docketed September 23, 1996 in Judgment Book 22A, at Page 317 of the Judgment Books of Culpeper County, in the amount of \$ 2,986.59, plus 25.00% interest from September 13, 1996 until paid, and \$ 42.00 and \$ 8.00 costs, and may be claiming a lien against the hereinafter described property.

7. That the Defendant, BLUE RIDGE ORTHOPEDIC ASSOCIATES, is the Judgment Plaintiff named in a judgment entered in its favor against Christine E. Rector, 6345 Myers Hill Road, Jeffersonton, Virginia 22724 dated December 8, 2006, docketed January 17, 2007, in Judgment Number 070000102 of the Judgment Books of Culpeper County, in the amount of \$ 1,088.27, plus 8.00% interest from December 8, 2006 until paid, and \$ 43.00 costs, and may be claiming a lien against the hereinafter described property.

8. That by deed dated February 19, 1991, recorded March 6, 1991 in Deed Book No. 451, Page 219 of the Land Records of Culpeper County, Virginia, CHRISTINE S. JOHNSON, trading in relation to her sole and separate equitable estate, conveyed approximately one (1) acre of land on the south side of State Route 623 in Jefferson Magisterial District, Culpeper County Virginia to CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., husband and wife, as tenants by the entireties, said PROPERTY being more particularly described in said Deed, a copy of

said Deed being attached hereto, marked as Plaintiff's Exhibit No. 1, and expressly incorporated herein by reference.

9. That by deed of trust dated October 26, 2005, the Defendants, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., husband and wife, conveyed said property to RICHARD T. CREGGER, TRUSTEE, in trust for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary; acting as a nominee for WMC MORTGAGE CORPORATION, its successors and assigns, to secure payment of the principal sum of \$ 178,400.00, together with interest as stated therein, a copy of said Deed of Trust being attached hereto, marked as Plaintiff's Ex. No. 2, and expressly incorporated herein by reference.

10. That in accordance with the settlement of said loan evidenced by the aforesaid Deed of Trust, the settlement agent disbursed said loan proceeds for the benefit of the borrowers, the Defendants CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., as evidenced by the Settlement Sheet attached hereto, marked as Plaintiff's Ex. No. 3 and expressly incorporated herein by reference.

11. That as a condition of said loan, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., executed a Deed of Trust Note, the payment of which was to be secured by the aforesaid Deed of Trust marked as Exhibit No. 2, which Deed of Trust was to be a first Deed of Trust in first lien position on the property described therein.

12. The aforesaid Deed of Trust was forwarded to the Clerk's Office of Culpeper County, Virginia for recording, but was lost and remains unrecorded, the

said Defendants, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., having refused to re-execute a substitute Deed of Trust, and further having refused to return the proceeds or make any payment thereon.

13. That the said Defendants, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., are in default of the note secured by the aforesaid Deed of Trust but your Plaintiff, through its Trustee, is unable to foreclose on the said property because of the aforesaid which creates a cloud on the title to the said property.

14. That furthermore, as a result of said payments and disbursements the aforesaid Deed of Trust should be equitably subordinated to any and all liens on said property and should be in first lien position.

15. That your Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. moves this Honorable Court for the following relief:

1. That this Court impress and impose a first deed of trust lien on the property securing MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as beneficiary, in accordance with the terms of the Deed of Trust dated October 26, 2005 from CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., as aforesaid.

2. That the Deed of Trust dated October 26, 2005 be declared a valid and subsisting first Deed of Trust upon the property and that this Court order that a copy of said Deed of Trust be recorded among the land records of Culpeper County, Virginia.

3. That the Deed of Trust dated October 26, 2005 be granted first priority over any and all liens of record including but not limited to any judgment liens against the Defendants, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR.

4. That your Plaintiffs be awarded a judgment for its attorneys fees, costs and expenses of litigation pursuant to the terms of the aforesaid Deed of Trust against the Defendants, CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR.

5. That your Plaintiff be granted such other further and more general relief as to this Court may seem proper or to equity may seem meet.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
By Counsel

COMMONWEALTH OF VIRGINIA,  
City of Alexandria, to wit:

This day Wayne F. Cyron, Esquire, personally appeared before me, Valerie Pearce Kidwell, a Notary Public in and for the Commonwealth of Virginia at Large, in my city aforesaid and being first duly sworn, made oath before me in due form of law that he is the counsel for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and that the above Complaint is true to the best of his knowledge, information and belief.

Given under my hand this 8th day of June, 2009.

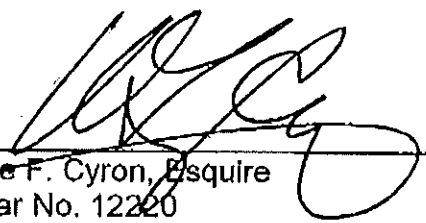
Valerie Pearce Kidwell  
Notary Public

My commission expires: August 31, 2009

Notary Registration No.: 249804







Wayne F. Cyron, Esquire  
Va. Bar No. 12220  
CYRON & MILLER LLP  
100 N. Pitt Street  
Suite 200  
Alexandria, Virginia 22314  
703-299-0600  
703-299-0603 Fax  
[wcyron@cyronmiller.com](mailto:wcyron@cyronmiller.com)

PLAINTIFF'S  
EXHIBIT

BOOK 451 PAGE 219

DEED

THIS DEED OF GIFT, made this 19<sup>th</sup> day of February, 1991 by and between CHRISTINE S. JOHNSON, Grantor; and CHRISTINE S. RECTOR and CHARLES E. RECTOR, JR., h/w, Grantees by the entireties;

WITNESSETH:

That for and in consideration of the natural love and affection amongst and between the parties herein, the Grantor does hereby give, grant and convey with GENERAL WARRANTY and WITH ENGLISH COVENANTS OF TITLE, unto the Grantees, by the entireties, the following described property, to-wit:

All that certain lot or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, situate and fronting on the south side of State Route 623, about one and one-half (1 1/2) miles southeast of Jeffersonton in Jefferson Magisterial District, Culpeper County, Virginia, now or formerly bordered on the west by Willie Cephus, on the south by Ray T. Cannon, on the east by George Gray, and on the north by the aforesaid Route. The said property is more fully described by survey and plat of John Boldridge, C.L.S. dated May 29, 1956 and recorded with a Deed in Deed Book 148, Page 462 as follows:

"Beginning at A. in plat, a stake driven by a post on the southwest side of the Jeffersonton and Fauquier Springs Road, a corner to the remainder of \_\_\_\_\_ Estate, thence with the said Springs Road, North 84° 30' West 1.88 chains, to B. in plat, an iron rod driven on the southwest side of said Road, a corner to Will Cephus, Est. thence with his line, South 84° 30' West 1.00 chains, to C. in plat, a stake and stone pile near a marked oak

1

REC 3-6-91

451-219

GRANTEES' ADDRESSES: MCR1 Box 37

Jeffersonton,  
VA 22728

*MacL...*  
3/13/91

ROBERT W. GIBBS, P.C.  
Attorney at Law  
1800 Main Street, Suite 205  
Warrenton, VA 22766  
(703) 580-3000

BOOK 451 PAGE 220

sapling, a corner to said Cephus, Est. and corner to Fraser, thence with same, South 1° 30' East 3.50 Chains, to B. in plat, a stake and stone pile in said Fraser's line and corner to Est. thence with the said Est. North 24° 30' East 7.87 chains, to the Beginning and containing one (1) acre."

AND BEING the same property conveyed to Christine S. Johnson, as a feme sole, as her sole and equitable estate, by deed from Irene Settle, widow, dated February 28, 1979 and recorded March 1, 1979 in Deed Book 287, Page 134 in the Circuit Court Clerk's Office of Culpeper County, Virginia.

This conveyance is expressly made subject to all utility easements of record, or visible upon said property, if any, constituting constructive notice.

WITNESS the following signatures and seals:

Christine S. Johnson (SEAL)  
Christine S. Johnson a/k/a  
Christina G. Rector

Charles E. Rector, Jr. (SEAL)  
Charles E. Rector, Jr.

COMMONWEALTH OF VIRGINIA,

COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 19th day of February, 1991 by CHRISTINE S. JOHNSON a/k/a CHRISTINE G. RECTOR and her husband, CHARLES E. RECTOR, JR.

Wendy Lynn Hyle  
Notary Public

My Commission Expires October 16, 1992



VIRGINIA CLERK'S OFFICE, CIRCUIT COURT OF CULPEPER COUNTY

301 Clerk	\$12.00	The foregoing instrument was presented,
039 St. Grantee		and with the certificate annexed, admit-
213 Co. Grantee		ed to record on the <u>6th</u> day of
212 Transfer	1.00	<u>March</u> 1991, at <u>9:54 A.</u> M., after
038 St. Grantor		payment of fees and costs as shown.
220 Co. Grantor		
145 VSLP	1.00	Taxes <u>1.00</u>
TOTAL	\$19.00	

Christina G. Rector  
Clerk/Clerk's Office

\*NMC\* 0011373271KVA00101420051026202233\*

11173771

21371871

(R) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (810) 679-MERS.

(S) "Note" means the promissory note signed by Borrower and dated October 26, 2005. The Note states that Borrower owes Lender

One Hundred Seventy-Eight Thousand Four Hundred And 00/100

Dollars (U.S. \$ 178,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt to full not later than November 1, 2035.

(T) "Property" means the property that is described below under the heading "Transfer of Rights in this Property."

(U) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(V) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider   | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Other(s) (Specify) Balloon Rider |   |

(W) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(X) "Commonality Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(Y) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(Z) "Escrow Items" means those items that are described in Section 3.

(AA) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(BB) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(CC) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(DD) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(EE) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

VERICHECK - Single Party to Form is MORTGAGE AND DEED INSTRUMENT

Form 5847 1-04

Page 3 of 14 pages

10/21/2009 11:11 AM

0011373271KVA002014200510262022349

33333333  
 grants and conveys to Trustee, in trust, with power of sale, the following described property located in the  
 county of COLUMBIA  
 (Type of Recording Jurisdiction) (Name of Recording Jurisdiction)  
 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS  
 EXHIBIT 'A'.

which currently has the address of 8345 MYERS MILL ROAD

JEFFERSON  
 (City/County)

(Street)  
 , Virginia 22724

(Zip Code)

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions to Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within

VIACENIA - Single Fee by Fee - From the Note/Trustee Note and FORM INSTRUMENT  
 DOCUMENT  
 Record: 01/11/2010

Form 3041 (20)

Page 1 of 14 pages

AWHCA 0011373271KVA00501420051026202235

11371271

11371271

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE  
TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR  
CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
Instrument and in any Rider executed by Borrower and recorded with it.

Charles E. Rector 1066/05  
- Borrower - CHARLES E. RECTOR - Date -

Christine D. Rector 1026-05  
- Borrower - CHRISTINE D. RECTOR - Date -

VIRGINIA-Style Real Estate Mortgage Deed INSTRUMENT  
DOCUMENT 01/11/2010

Form 2047 USE

Page 11 of 14 pages

\*MHC\* 0011373271KVA01301420051026202249\*

12345678

51573273

(State Below This Line For Achievements)

COMMONWEALTH OF  
COUNTY OF

Virginian  
culpeper

The foregoing responses were acknowledged between 220 to 240

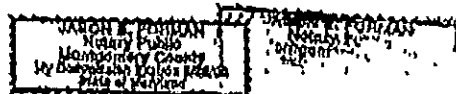
by

Charles Fector & Catherine Fector

~~Signature Notary Public~~

Serial Number, if any \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

My Compensation Expires: \_\_\_\_\_



W/DOH/14-1564 Fwd to: FROM: W/DOH/14-1564 ALSO: UNIFORMS DISTRIBUTION

**Form 2842 1-82**

DATE 11/9/14

DATE: 11/12/2014

[illegible]

(MED) NOV 2 2006 12:22/ST. 12:21/NO. 0823164848 P 4

FROM



**ADJUSTABLE RATE RIDER**  
**(6-Month LIBOR Index - Rate Caps)**  
**(First Business Day of Preceding Month Lookback)**

Case #: 11373271

EXMOTN  
 Loan #: 11373271  
 MORT: 10011638011373271X

THIS ADJUSTABLE RATE RIDER is made this 26th day of October, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to WNC MORTGAGE CORP.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
 6348 MYERS MILLS ROAD, JEFFERSON, VA 22724

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.200. The Note provides for changes in the interest rate and the monthly payments, as follows:

**1. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of November, 2007 and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER 6-Month LIBOR Index (First Business Day Lookback) - Single Party By-Product  
 Page 1 of 3

DocuSign  
 Screen 1 of 3

\*\*\*\*\*  
 \*WNC\* 001137327102600100320031026202251X

15342273

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

Before each Change Date, the Note Holder will calculate my new interest rate by adding six and one-eighth percentage point(s) ( 6.125 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The interest rate I am required to pay at the first Change Date will not be greater than 10.200 % or less than 7.200 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) ( 1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.700 % or less than 7.200 %.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Transfer of the Property or a Beneficial Interest in Borrower, As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred to a bond for deed, contract for deed, installment sales contract or escrow agreement, the terms of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums owed by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

MULTISTATE ADJUSTABLE RATE RIDER 4-Word 1 (First Business Day Lookback)-Single Family-  
 DOC0042 Page 2 of 3

**DOUGLAS**

\*MHC\* 0011373271096002003200510262022530

Borrower must pay all sums accrued by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Kate Rider  
- B. Leake E. Rector - Date - 10-6-05  
Hoxworth - CHARLES S RECTOR -  
- Charles S Rector - Date - 10-28-05  
Hoxworth - CHRISTINE S RECTOR - Date -

[illegible]

\*WNC\* 001137327100000300320051020202254+

[Space Above This Line For Recording Data]

**BALLOON RIDER**

Docx #1 11373271

 SECTION:  
 LOAN #: 11373271  
 KEY: 100136100113732711

THIS BALLOON RIDER is made this 26th day of October, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to MHC MORTGAGE CORP.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 6345 MYERS HILL ROAD JEFFERSON, VA 22724

[Property Address]

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU**

BALLOON RIDER-MULTISTATE (01/07)

Page 1 of 2

RECEIVED 11/11/10

 \*\*\*\*\*  
 \*MHC\* 00113732718RH00100220051026202256E

01/11/2010 14:15

Summons &amp; Complaint from Circuit Court Page 21 of 23

CHRIS RECTOR

PAGE 21

11371211

MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH  
A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

11371211

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Charles E. Rector 10/6/07  
- Borrower - CHARLES E. RECTOR - Date -

Christine L. Rector 10/26/07  
- Borrower - CHRISTINE E. RECTOR - Date -

BALLOON RIDER-MULTISTATE (01/97)

000000

01/21/2010

Page 2 of 2

\*HMC\* 00113732718KH00200220031026202237



Christiana S. Reiter 10/26-05  
• Bortompe - CHRYSTIAN S. REITER - BORN -

*Gordon G. P. H.*

DATE: 04/13/1977

\* 大元 \* 0011373271ANL00100120051026202300.